

his consent. The County Court Judge held they were no answer to the action.

Appeal from this judgment allowed with costs.

*A. R. Slipp*, in support of appeal. *R. W. McLellan*, contra.

En Banc.]

HANSON v. CADWALLADER.

[Nov. 27, 1903.

*Company promoters—Joint debtors—Action against one.*

In an action in the York County Court to recover a charge for land surveying defendant denied plaintiff's testimony that he (def.) employed plaintiff, and deposed that the hiring was made by one, D. who was interested with him in the promotion of a mining company, in connection with which the land was surveyed. D. also testified that he, and not the defendant, made the contract, but both D. and the defendant swore that they were equally interested in the promotion of the company and had agreed together to share the expenses equally in case the company should refuse to reimburse them. The County Court Judge, who tried the cause without a jury, found a verdict for the plaintiff without finding as to whether the contract was made by the defendant or by D. holding that it made no difference in law by which of the two plaintiff was employed, as they were joint debtors and the defendant would be liable in this action, there being no plea in abatement.

*Held*, on appeal, that the County Court Judge was right.

Appeal dismissed with costs.

*R. W. McLellan*, for appellant. *O. S. Crockett*, for respondent.

En Banc.]

EX PARTE BRAMWELL.

[Nov. 27, 1903.

*Review of judgment of Inferior Court—Certiorari.*

In an action to recover rent in the St. John City Court defendant set up that plaintiff's husband agreed to cancel the lease and relieve defendant from a date prior to the period for which the rent was claimed. Plaintiff alleged that her husband had no authority to do this, though he was authorized to collect rents and make repairs. The magistrate found for the plaintiff. On review before the St. John County Court Judge the latter reversed the verdict.

*Held*, on motion to make absolute a rule nisi to quash the review order on certiorari that there was no evidence of authority to the husband to make the agreement alleged; and that, even if there were any evidence, the magistrate must be taken to have found against it, and that the review Judge should not have disturbed the judgment.

Rule absolute to quash with directions to the review Judge to dismiss the review with costs.

*E. R. Chapman*, in support of rule. *S. Alward*, K.C. contra.